

CHANGE AUTHORISATION NOTE

Change Authorisation Note 003	Title: Project Panther Extension	Date: 30 March 2020
Agreement relating to aerial surveillance dated 19 March 2019 (the "Agreement")	Type of Change: Contract Change	
<u>Detailed description of the Change and wording of related changes to the Agreement</u>		
<p>The following changes to the Agreement shall take effect from 1 April 2020 and shall expire on 31 May 2020 unless otherwise agreed between the Parties:</p>		
<p>1. The definition of "Services" in Schedule 1 of the Agreement shall be amended as per the underlined, italicised and struckthrough wording below:</p>		
<p>"Service Points" means in relation to a Service Failure, the points that are set out against the relevant Service Requirement in the third column of the table in Schedule 2 (Services Description) <u>and (where applicable) Schedule 2A (Project Panther Services)</u>"</p>		
<p>"Services" means any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2 (Services Description) <u>and Schedule 2A (Project Panther Services)</u>"</p>		
<p>"Service Requirements" means the requirements set out in the first column of the table in Schedule 2 (Services Description) <u>and (where applicable) the requirements set out in Schedule 2A (Project Panther Services).</u>"</p>		
<p>"Supplier Solution" means the Supplier's solution for the Services set out in Schedule 5 (Supplier Solution) <u>and Schedule 5A (Project Panther Solution) as applicable</u> including any Annexes of that <u>those</u> Schedules;</p>		
<p>2. The following definitions shall be added to Schedule 1 of the Agreement:</p>		
<p>"Flying Hour Charge" means the sum of the Hourly Flying Rate multiplied by the number of hours flown by the Supplier in the relevant month in performance of the Project Panther Services;</p>		
<p>"Fuel Burn Rate" means 150 litres of fuel per hour;</p>		
<p>"Fuel Charges" means the aircraft fuel charges incurred by the Supplier in providing the Project Panther Services multiplied by the Fuel Burn Rate;</p>		
<p>"Hourly Flying Rate" means £600.00 (exc. VAT);</p>		
<p>"Livery Removal Cost" means £45,000 (exc. VAT);</p>		
<p>"Project Expenses" means any landing and handling fees, parking, out of hours operation fees, aircrew accommodation and expenses incurred in the performance of the Project Panther Services;</p>		
<p>"Project Panther Commencement Date" the date on which Change Authorisation Note 001 was signed by the Authority and the Supplier;</p>		

“Project Panther Expiry Date” means 31 May 2020;

“Project Panther Services” means the services set out in Schedule 2A (*Project Panther Services*);

“Project Plan” means the plan set out at Appendix A of the Change Authorisation Note 001;

“Standing Charge” means £149,950 (exc. VAT);

3. The following additional clause 45 shall be inserted into the Agreement:

“45 Project Panther

45.1 The Supplier shall comply with the Project Plan.

45.2 The Supplier shall provide the Project Panther Services from the Project Panther Commencement Date until the Project Panther Expiry Date in accordance with the Project Plan.

45.3 The Supplier shall ensure that the Project Panther Services:

45.3.1 comply in all material respects with Schedule 2A (Project Panther Services); and

45.3.2 are supplied in accordance with Schedule 5A (Project Panther Solution) and the provisions of the Agreement;

45.4 Subject to Clauses 45.6 of the Agreement, in consideration of the Supplier providing the Project Panther Services, the Authority shall pay in accordance with Annex B (Additional Flying Charges) to Schedule 10 (Charges and Invoicing):

45.4.1 the Standing Charge, the Flying Hour Charge and the Fuel Charges to the Supplier; and

45.4.2 all reasonable and evidenced Project Expenses

less any Deductions.

45.5 Following the Project Panther Expiry Date or if the Agreement is terminated prior to the Project Panther Expiry Date for any reason, the Authority shall pay the Livery Removal Cost to the Supplier within 30 days of receipt of a valid invoice from the Supplier.

45.6 If the Agreement is terminated prior to the Project Panther Expiry Date for any reason other than a Supplier Termination Event, the Authority shall pay any outstanding Standing Charge to the Supplier in accordance with Annex B (Additional Flying Charges) to Schedule 10 (Charges and Invoicing).

45.7 If the Agreement is terminated prior to the Project Panther Expiry Date as a result of a Supplier Termination Event, then Annex B (Additional Flying Charges) to Schedule 10 (Charges and Invoicing) shall not apply and the Authority shall pay:

45.7.1 such portion of the Standing Charge;

45.7.2 such portion of the Flying Hour Charge;

45.7.3 such portion of the Fuel Charges; and

45.7.4 all reasonable and evidenced Project Expenses

as are calculated as being due for the period from the last payment made by the Authority in accordance with Annex B (Additional Flying Charges) to Schedule 10 (Charges and Invoicing) until the Termination Date within thirty (30) days of receipt of a valid invoice from the Supplier.

45.8 The Authority may extend the Project Panther Expiry Date by giving written notice of the Authority's intention to extend such date to the Supplier at least one (1) month prior to the Project Panther Expiry Date."

4. The following amendments shall be made to the Schedules of the Agreement:

Appendix B to this Change Authorisation Note shall be added as a new Schedule 2A of the Agreement.

Appendix C to this Change Authorisation Note shall be added as a new Schedule 5A of the Agreement.

Appendix D to this Change Authorisation Note shall be added as a new Annex B to Schedule 10 of the Agreement.

Adjustment to the Charges resulting from the Contract Change

The Parties agree that they shall each bear their own costs of preparing and/or negotiating this Change Authorisation Note.

Signed for and on behalf of the Authority	Signed for and on behalf of the Supplier
Signature: <div style="border: 1px dashed black; width: 250px; height: 80px; margin: 10px auto; text-align: center;">Personal Data</div>	Signature: <div style="border: 1px dashed black; width: 150px; height: 40px; margin: 10px auto; text-align: center;">Personal Data</div>
Name: <div style="border: 1px dashed black; width: 100px; height: 20px; margin: 10px auto; text-align: center;">Name</div>	Name: <div style="border: 1px dashed black; width: 100px; height: 20px; margin: 10px auto; text-align: center;">Name</div>
Position: Commercial and Programmes Director	Position: Director
Date: 31 Mar 20	Date: 31 Mar 20

Appendix A

Project Plan

Appendix B

Additional Schedule 2A of the Agreement

Appendix C

Additional Schedule 5A of the Agreement

Appendix D

Additional Annex B to Schedule 10 of the Agreement

Earliest date for submission of an invoice	Required Evidence	Date for payment
The date on which the CAN001 is signed by both Parties	<ul style="list-style-type: none"> • the Authority or its representative has carried out an inspection of each Navajo Panther aircraft, their equipment and crew and is satisfied that the Supplier will be able to deliver the Services; or, • If a physical inspection is not possible, such documentary evidence regarding the Panther Aircraft, its equipment and crew as the Authority reasonably requires to be satisfied that the Supplier will be able to deliver the Project Panther Services. 	Within 30 days of receipt of the invoice or provision of the required evidence (whichever is the latter)
31 st October 2019	N/A	Within 30 days of receipt of the invoice
30 th November 2019	N/A	Within 30 days of receipt of the invoice
31 st December 2019	N/A	Within 30 days of receipt of the invoice
31 st January 2020	N/A	Within 30 days of receipt of the invoice
29 th February 2020	N/A	Within 30 days of receipt of the invoice
31 st March 2020	N/A	Within 30 days of receipt of the invoice